

Five things landlords in New York should know about new tenant protection law

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Attorney Michael Carota has handled two evictions in court since a state law took effect last month that imposes new requirements and restrictions on thousands of landlords in New York.

In both cases, the outcomes were fairly routine. One tenant didn't show up for the hearing. The other reached a deal with the landlord to pay the money owed.

But Carota knows it's a matter of time before the cases he gets in Saratoga County — and those of other attorneys across the state — will be impacted by laws that offer more protections for millions of people living in privately-owned apartments.

There will also likely be legal challenges as city, town and village judges interpret the Statewide Housing Security and Tenant Protection Act of 2019.

"There are a lot of discrepancies [in the law] and a lot of provisions not litigated yet," said Carota, whose office is in Ballston Lake.

Carota has also represented tenants in his practice and is concerned the law will make it harder for the poor to find housing. He anticipates landlords will be more selective with background checks to avoid the possibility of losing money due to non-payment.

The law applies to all rental buildings in the state except for owner-occupied homes with less than four units, according to another landlord-tenant attorney, Jaime Michelle Cain at Boylan Code LLP in Rochester.

It's unclear if the state Division of Housing and Community Renewal will publish a guide explaining all the rules. Questions sent to the agency's press office today weren't answered.

Here are five things landlords should know about the law, based on information provided by Cain and Carota:

Lease renewal



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The law applies to all rental buildings in the state except for owner-occupied homes with less than four units.

Landlords must give written notice of intention to renew a lease if the rent will increase by 5 percent or more, or if the landlord doesn't intend to renew the lease.

If the tenant has lived in the apartment for a year or less, and has a lease term for less than a year, there must be 30 days notice.

If the tenant has lived in the apartment for more than a year or has a lease term of one to two years, there must be 60 days notice.

If the tenant has lived in the unit for more than two years or had a lease term of at least two years, there must be 90 days notice.

This section of the law takes effect in October.

Eviction notification

If rent isn't paid by the deadline, landlords must wait five full days before sending certified mail notifying the tenant the rent has not been received (it used to be three days notice to demand rent be paid).

After the tenant is notified, landlords must give 14-day notice through a process server that the rent be paid. If the rent isn't received, the landlord can file an eviction petition in court.

Given the amount of time it can take to get a hearing, and the two-week adjournment that tenants can now request from the judge, it could be the third month after rent hasn't been paid that the tenant is evicted.

"Ninety-nine percent of the time you are never going to collect," Carota said. "The non-payment is going to be a huge detriment to the small landlord."

Retaliatory evictions

Under the old law, if a tenant made a good-faith complaint to a government agency about health or safety concerns, and the landlord didn't renew the lease within six months of the complaint, the landlord would have to convince a judge their action wasn't retaliation for the complaint.

Under the new law, the complaint can be made directly to the landlord or their representative, not just to a government agency. If the lease isn't renewed within a year of the complaint, the landlord must demonstrate the non-renewal wasn't retaliatory.

Background checks

Landlords cannot charge a prospective tenant more than the actual cost of a background or credit check, or \$20, whichever is less.

The landlord must waive the fee if the tenant provides a copy of the background or credit check, provided it was done within the past 30 days and there's a receipt from the entity that did the background or credit check.

Right to inspect

Tenants must be given the chance to inspect the premises with the landlord or their agent after signing a lease but before the tenant occupies the apartment. The tenant can request a written agreement attesting to the property condition.

Landlords can't keep any portion of the security deposit for a condition that was noted during the inspection. They must also give tenants an itemized statement listing the repairs or cleaning that are the basis for any deductions from the security deposit.

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